

**REVOCABLE LICENSE AGREEMENT BETWEEN
BROWARD COUNTY AND THE CITY OF MIRAMAR
FOR ACCESS AND USE OF CITY PROPERTY LOCATED AT
SUNSET LAKES COMMUNITY CENTER**

This Revocable License Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County"), and the City of Miramar, a municipal corporation of the State of Florida, whose address is 2200 Civic Center Place, Miramar, Florida 33025 ("City") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. City is the owner of certain real property identified as Sunset Lakes Community Center ("Sunset Lakes") located at 2801 Southwest 186th Avenue, Miramar, Florida 33029.

B. At County's request, City has agreed to grant County access and use of a portion of Sunset Lakes to be utilized by County to establish an ambient air monitoring site ("Air Monitoring Site") pursuant to the terms of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recital clauses are true and correct and are incorporated herein by reference.

2. Grant of Revocable License.

a. City grants to County, and County's employees, agents, contractors, licensees, invitees, and guests, including but not limited to the Florida Department of Environmental Protection ("DEP"), a nonexclusive, revocable license to access and use that certain portion of Sunset Lakes, as more particularly described in **Exhibit A** attached hereto and made a part hereof ("Premises"). If County determines that the Premises is unsuitable for the Air Monitoring Site, the Parties may relocate the Premises to a location agreed upon in writing by the Parties ("Relocated Premises"). The Broward County Director of Natural Resources Division and the City Manager are authorized to approve in writing the Relocated Premises. If the Premises is relocated pursuant to this section, Exhibit A shall be deemed amended to reflect the Relocated Premises.

b. County is solely permitted to use the Premises for the purpose of: (i) establishing, constructing, installing, maintaining, inspecting, removing, and operating the Air Monitoring Site; (ii) monitoring real-time ambient air quality in the southwest portion of Broward County; and (iii) any other related County purposes (the "Permitted Use").

- c. County covenants it will not (i) commit any waste, nuisance, or hazardous trade or occupation on, in, or upon the Premises or Sunset Lakes, (ii) take any action, or keep anything in or about the Premises that would increase the risk of any hazard, fire, or catastrophe; (iii) damage the Premises or Sunset Lakes; or (iv) use or occupy or permit the Premises to be used or occupied in any manner that would violate any federal, state, or local statutes, laws, ordinances, or codes.
- d. If County or its employees, agents, contractors, licensees, invitees, and guests, take any action or make any commission that causes or results in damage to the Premises, County shall, at its sole cost and expense, restore and repair such damaged property or area to its condition before such damage. If County fails to make such restoration or repair within sixty (60) calendar days of the receiving City's request, City may make such restoration or repair and invoice County for the costs thereof. County shall pay such invoice within thirty (30) calendar days after receipt of a certified invoice detailing the cost thereof.

3. Term. The Agreement shall be effective as of the date it is fully executed by the Parties ("Effective Date"). The term of this Agreement shall commence on the Effective Date and shall expire ten (10) years after the Effective Date ("Initial Term"), unless terminated earlier pursuant to this Agreement. County shall have the right to renew this Agreement for up to two (2) terms of five (5) years each (each a "Renewal Term") upon the same terms and conditions of this Agreement. Each Renewal Term shall be deemed to have been automatically exercised unless notice of nonrenewal is sent by either Party no later than one hundred twenty (120) days prior to the expiration of the then-current Term. The Initial Term and the Renewal Terms (if timely exercised), are collectively referred to in this Agreement as the "Term."

4. Compensation. County shall pay City a total of Ten Dollars (\$10.00) per year for the Term of this Agreement ("Payment"). The first Payment shall be due no later than thirty (30) calendar days after the Effective Date. Payment for the subsequent years during the Term shall be due on each yearly anniversary of the Effective Date.

5. Termination. This Agreement may be terminated:

- a. By either Party with at least sixty (60) calendar days advance written notice to the other Party.
- b. For cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience in accordance with Section S(c).

- c. For convenience by Broward County Board of County Commissioners with at least thirty (30) calendar days advance written notice to City. City acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to City of such termination in accordance with this section.
- d. By the Broward County Administrator ("County Administrator") upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public, health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to City's failure to comply with any term(s) of this Agreement.

6. Surrender. Upon the expiration or earlier termination of this Agreement, County shall peaceably surrender and deliver the Premises to City in the same condition as received. County shall remove all personal property, equipment, and any items stored or placed on or in the Premises within sixty (60) days after the expiration or termination of this Agreement, unless otherwise agreed upon in writing by the Parties. Any property remaining on the Premises after the specified removal period, without written agreement for an extension, shall be considered abandoned by County, and in such case shall be deemed the property of City without further liability to County.

7. Repairs and Maintenance. County shall, at its sole cost and expense, keep and maintain the Premises in a clean, safe, good, and orderly condition at all times during the Term of this Agreement. City shall, at its sole cost and expense, keep and maintain Sunset Lakes, and perform all required maintenance and repairs to Sunset Lakes including all landscaping services. Notwithstanding anything to the contrary, County shall, at its sole cost and expense, make any and all necessary repairs to the Premises and Improvements (as defined in Section 8 of this Agreement), as determined by County.

8. Alterations and Improvements.

- a. County may, at its sole cost and expense, make non-structural changes, alterations, or additions to the Premises ("Personalty") without seeking consent from City. All Personalty shall remain the exclusive property of County unless the Parties agree otherwise in writing. County agrees that all Personalty and any personal property placed on the Premises shall be at County's own

risk. Upon expiration or earlier termination of this Agreement, County shall remove its Personalty from the Premises.

- b. County may, at its own expense, make such structural changes, alterations, additions, and improvements to the Premises {"Improvements"} as County deems necessary or expedient in County's operation, by first obtaining prior written consent from City, which consent shall not be unreasonably withheld. The Improvements shall immediately be, upon being added to or incorporated in the Premises and, during the Term of the Agreement, shall remain the exclusive property of County unless the Parties agree otherwise in writing.
- c. All Personalty and Improvements shall comply with all applicable laws and shall not negatively affect the integrity of the structural portions of the Premises or Sunset Lakes.
- d. Pursuant to Section 5 of this Agreement, upon the expiration or earlier termination of this Agreement, County shall, at its sole expense, remove its Personalty and Improvements from the Premises, and repair all damage caused by such removal. Any Personalty or Improvements not removed from the Premises upon the expiration or earlier termination of this Agreement shall be deemed the property of City without further liability to County. Notwithstanding, if, upon expiration of this Agreement, the Parties agree to enter into a new agreement, County shall not be required to remove its Personalty and Improvements during any interim negotiations for the new agreement between the Parties.

9. Utilities and Services. County shall, at its sole cost and expense, pay for all utilities and services specifically related to the Premises and/or Improvements.

10. Liability.

- a. The Parties are state agencies or political subdivisions under Section 768.28, Florida Statutes, and shall be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Notwithstanding, City shall at all times hereafter indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees, including but not limited to DEP (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of City, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an

Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

- b. If City contracts with a third party to perform any activities related to City's rights pursuant to this Agreement or City's obligations under this Agreement, City shall enter into a contract with such third party, which contract shall include the following provision:

Indemnification: Contractor shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees, including but not limited to Florida Department of Environmental Protection (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of contractor, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, contractor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

- c. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.
- d. The obligations of this article shall survive the expiration or earlier termination of this Agreement.

11. Insurance. The Parties are state agencies or political subdivisions under Section 768.28, Florida Statutes. Upon request by County, City shall provide County with written verification of liability protecting that meets or exceeds any requirements of Florida.

12. Notices. In order for notice to a party to be effective under this Agreement, notice shall be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses

listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

Notice to County:

County Administrator
Government Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: mcepero@broward.org

With a copy to:

Director of Natural Resources Division
Governmental Center, Room 329-H
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: mpognon@broward.org

Notice to City:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Email: virgin@miramarfl.gov

13. Public Records. The Parties shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701, Florida Statutes.

14. Binding Effect. Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.

15. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

16. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either party.

17. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

18. Further Assurances. The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.

19. Amendments. Unless expressly authorized herein, no modification, amendment, or alternation of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the County and City.

20. Survival. Either party's right to monitor, evaluate, enforce, audit, and review, any obligations to indemnify and insure, any assurances and certifications, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement but shall expire upon expiration of the statute of limitation as to that particular matter. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable but shall expire upon expiration of the statute of limitation as to that particular matter.

21. Independent Contractor. Each Party is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing services, neither that Party nor its agents shall act as officers, employees, or agents of the other Party. The Parties shall not have the right to bind either Party to any obligation not expressly undertaken by that Party under this Agreement.

22. Third Party Beneficiaries. Neither party intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

23. Assignment. Neither this Agreement nor any right or interest herein may be assigned by either Party without the prior written consent of the other Party. This provision shall not be construed to prohibit County from allowing others performing services for County to use the Premises; such use, however, shall not confer any right of the other Party to claim any rights under this Agreement. If a Party violates this provision, the other Party shall have the right to immediately terminate this Agreement.

24. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the

formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or a modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

25. Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations.

26. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

27. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

28. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

29. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

30. Incorporation by Reference. The attached exhibits are incorporated into and made a part of this Agreement.

31. Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor

strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

32. Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

33. Iron and Steel Products. If this Agreement is for a "public works project" as defined in Section 255.0993, Florida Statutes, then any iron or steel product permanently incorporated in the project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

34. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of City, City hereby attests under penalty of perjury that City does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of City declares that they have read the foregoing statement and that the facts stated in it are true.

(Signature Pages to follow)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2024, and City, signing by and through its City Manager, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2024

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By Reno V. Pierre Digitally signed by Reno V. Pierre
Date: 2024.12.30 12:07:15 -05'00'
Reno V. Pierre (Date)
Assistant County Attorney

By Annika E. Ashton Digitally signed by Annika E. Ashton
Date: 2024.12.30 12:07:40 -05'00'
Annika E. Ashton (Date)
Deputy County Attorney

RVP/sr
Revocable License Agreement for Sunset Lakes Miramar
10/29/2024
iManage #1132230vl

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF MIRAMAR

CITY

CITY OF MIRAMAR

ATTEST:

DocuSigned by:
Denise Gibbs
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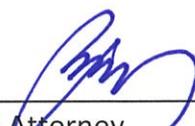
CITY CLERK Denise A. Gibbs
12/9/2024

DocuSigned by:
Kevin Baker
6DC946371C8F43A

CITY MANAGER
Dr. Roy L. Virgin

Print Name
____ day of 12/9/2024, 2024

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:



City Attorney
Austin Pamies Norris Weeks Powell, PLLC

Exhibit A
Premises

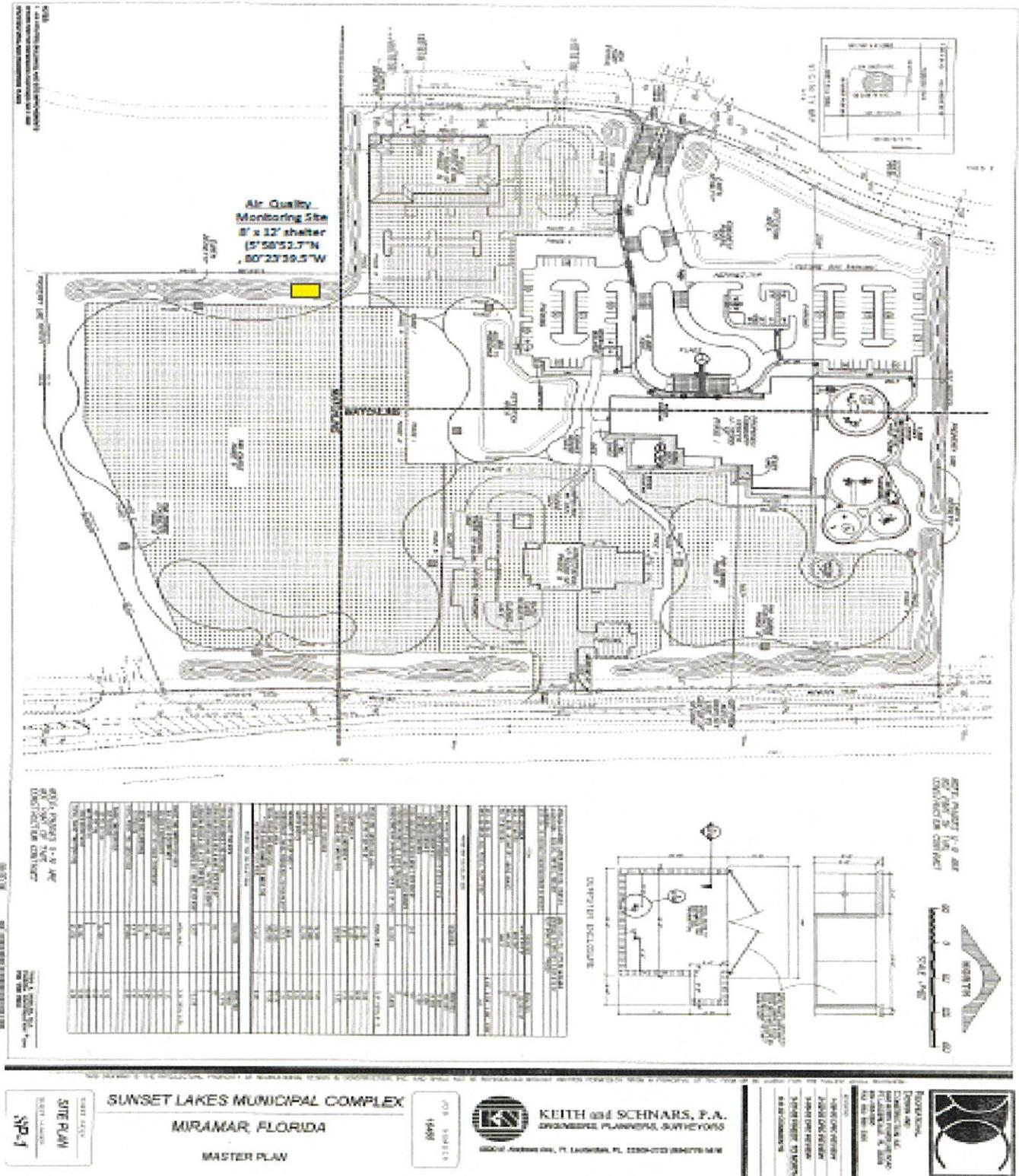


Exhibit "A"
Air Quality Monitoring Station Site